

**Amendment to the Agreement
Between
US LEC Communications, Inc.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated July 30, 2006**

Pursuant to this Amendment, (the "Amendment"), US LEC Communications, Inc. (US LEC), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 30, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and US LEC entered into the Agreement on July 30, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to add new Sections 8.8 through 8.8.1.1 to Attachment 3 – Network Interconnection, of the Agreement as follows:

8.8 Primary Toll Carrier Arrangements:

- 8.8.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party Independent Telephone Incumbent Local Exchange Carrier's (ICO's) End User customers. In this ICO arrangement, the PTC would receive the ICO End User IntraLATA toll traffic revenues. In AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE (herein known as AT&T) wherein Primary Toll Carrier arrangements currently exist, and AT&T is functioning as the PTC for a Third Party ICO's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- 8.8.1.1 AT&T shall deliver such IntraLATA toll traffic that originated from a Third Party ICO and terminated to US LEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangements. Where AT&T is functioning as the PTC for a Third Party ICO's End User customers, the following provisions apply to the minutes of use terminating to US LEC. AT&T and US LEC will work cooperatively to develop a percentage factor reflecting the amount of state specific PTC ICO originated intraLATA toll minutes of use that are within the state specific total ICO originated minutes of use reflected in the monthly EMI 11-01-01 records provided to US LEC by AT&T. US LEC

will apply this state specific percentage against the state specific total ICO originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T will compensate US LEC. Such percentage will be updated no more than twice each year, and any revised percentages will be applied prospectively. US LEC will invoice AT&T for PTC traffic as a separate line item on the US LEC invoice to AT&T that specifically describes the billing as for Primary Toll Carrier Traffic. AT&T will compensate US LEC for this PTC traffic as AT&T compensates US LEC for AT&T originated traffic as set forth in US LEC's Interconnection Agreement with AT&T. Compensation for PTC traffic will apply prospectively from the effective date of this amendment.

2. All of the other provisions of the Agreement, dated July 30, 2006, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

US LEC Communications, Inc.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina, AT&T
South Carolina and AT&T Tennessee

By: *J.T. Ambrosi*

Name: J.T. Ambrosi

Title: Vice President - Vendor Relations

Date: 4-25-08

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 5/1/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>4839</u>	<u>VHC</u>	MISSISSIPPI	<u>8356</u>	<u>VHC</u>
FLORIDA	<u>8692</u>	<u>VHC</u>	NORTH CAROLINA	<u>7674</u>	<u>VHC</u>
GEORGIA	<u>8355</u>	<u>VHC</u>	SOUTH CAROLINA	<u>8693</u>	<u>VHC</u>
KENTUCKY	<u>8356</u>	<u>VHC</u>	TENNESSEE	<u>8356</u>	<u>VHC</u>
LOUISIANA	<u>8356</u>	<u>VHC</u>			